



**PATENT**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

**In the PATENT APPLICATION of:**

Donald L. Schilling

**Application No.:** 09/843,520

**Confirmation No.: 8354**

**Filed:** April 27, 2001

For: SPREAD SPECTRUM ADAPTIVE  
POWER CONTROL  
COMMUNICATIONS SYSTEM AND  
METHOD

Group: 2631

Examiner: Not Yet Known

# BEST AVAILABLE COPY

Our File: I-2-32.3US

Date: September 20, 2001

**PETITION FOR INTERDIGITAL TECHNOLOGY CORPORATION TO  
ACT ON BEHALF OF INVENTOR REFUSING TO EXECUTE  
DECLARATION PURSUANT TO 37 C.F.R. §1.47**

Commissioner for Patents  
Office of Initial Patent Examination  
Customer Service Center  
Washington, D.C. 20231

Siri:

This Petition is filed to allow InterDigital Technology Corporation (ITC) to act on behalf of the applicant, Donald L. Schilling. The applicant refuses or at least constructively refuses to execute the declaration for this application as laid out in the attached Declaration of Jeffrey M. Glabicki. A Declaration signed by an officer of ITC on behalf of the inventor is also attached.

**Applicant:** Donald L. Schilling  
**Application No.:** 09/843,520

ITC has been assigned the interest in the invention of this application as shown by the five attached assignment documents. This application is a continuation-in-part of U.S. Patent Application No. 09/167,388 (now U.S. Patent No. 6,226,316) which reincorporates the subject matter of U.S. Patent Application No. 09/614,816 (now U.S. Patent No. 5,093,840), which this application and U.S. Patent No. 6,226,316 also claim priority.

U.S. Patent No. 6,226,316 is a continuation of U.S. Patent Application No. 08/666,069, which is a continuation of U.S. Patent Application No. 08/218,198 (now U.S. Patent No. 5,535,238). An assignment from the inventors of U.S. Patent No. 5,535,238 to ITC is recorded at reel 7078/frame 0928. U.S. Patent No. 5,535,238 is a continuation-in-part of U.S. Patent Application No. 07/792,869 (now U.S. Patent No. 5,229,226). An assignment from the inventors of U.S. Patent No. 5,229,626 to SCS Mobilecom, Inc. is recorded at reel 6116/frame 0155 and, in turn, to ITC at reel 6457/frame 0493. U.S. Patent No. 5,229,226 is a continuation-in-part of U.S. Patent Application No. 07/614,816 (now U.S. Patent No. 5,093,840). An assignment of the inventor of U.S. Patent No. 5,093,840 to SCS Mobilecom is recorded at reel 5582/frame 0835 and, in turn, to ITC and reel 6457/frame 0471. Additionally, Mr. Schilling is contractually bound to convey his interest in the invention to InterDigital Technology Corporation. See the Employment Agreement attached to the Declaration of Jeffrey M. Glabicki (in particular, pages 19 and 20).

The last known address, and believed to be current address, of Donald L. Schilling is indicated on the Inventor's Declaration. This action is necessary to preserve the rights of the parties to allow ITC to pursue additional claim protection for the invention. Please

**Applicant:** Donald L. Schilling  
**Application No.:** 09/843,520

charge the requisite fee pursuant to 37 C.F.R. §1.17(h) as indicated on the Fee Transmittal Sheet.

Respectfully submitted,

InterDigital Technology Corporation

By   
Jeffrey M. Glabicki, Esquire  
Registration No. 42,584

Volpe and Koenig, P.C.  
Suite 400, One Penn Center  
1617 John F. Kennedy Boulevard  
Philadelphia, PA 19103

JMG/lma  
Enclosure

**In the PATENT APPLICATION of:**

Donald L. Schilling

**Application No.:** 09/843,520**Confirmation No.:** 8354**Filed:** April 27, 2001**For:** SPREAD SPECTRUM ADAPTIVE  
POWER CONTROL  
COMMUNICATIONS SYSTEM AND  
METHOD**Group:** 2631**Examiner:** Not Yet Known

Our File: I-2-32.3US

Date: September 14, 2001

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**DECLARATION OF JEFFREY M. GLABICKI IN SUPPORT  
OF PETITION PURSUANT TO 37 C.F.R. §1.47(b)**

Commissioner for Patents  
Washington, D.C. 20231

Sir:

On April 27, 2001, a letter enclosing the specification, claims, drawings and two versions of a declaration (one having Donald L. Schilling's New York address and one having his Florida address) to Mr. Schilling's Florida address (indicated on that letter). That letter requested Mr. Schilling to execute an assignment for the above-referenced application. A copy of that letter with enclosures is attached.

It came to my attention in July, 2001 that Mr. Schilling had returned to his New York address. On July 10, 2001, a second letter requesting Mr. Schilling's execution of the NY declaration also enclosing the specification, claims, drawings and NY declaration was set to Mr. Schilling's NY address. In response to my follow-up telephone calls regarding the second letter, Mr. Schilling returned my call on August 21, 2001 at around 10:00am. He

**Applicant:** Donald L. Schilling  
**Application No.:** 09/843,520

was calling from his residence as indicated on the second letter and I was located in Volpe and Koenig, P.C. Offices at Suite 400, One Penn Center, Philadelphia, PA 19103.

Mr. Schilling acknowledged receipt of the letter. However, he informed me that he was unwilling to sign. He is contractually obliged to execute such documents without additional compensation. Attached is a copy of Mr. Schilling's Employment Agreement requiring such an obligation with International Mobile Machines Corporation, later renamed InterDigital Technology Corporation. Mr. Schilling stated only for \$150,000 or an equivalent amount of stock or stock options would he entertain signing this application. He stated that he has no pecuniary interest, having assigned away his interest previously in this application and would not execute this document or any other of InterDigital Technology Corporation's (the assignee's) application documents.

Respectfully,



Jeffrey M. Glabicki

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 15th day of October, 1992,  
and between INTERNATIONAL MOBILE MACHINES CORPORATION, a  
Pennsylvania corporation (the "Company"), and DONALD L. SCHILLING  
(the "Employee").

W I T N E S S E T E :

WHEREAS, the Employee desires to provide his services  
to the Company and the Company desires to employ the Employee,  
all upon the terms and conditions set forth below; and

WHEREAS, the Company and the Employee desire to enter  
into this Agreement embodying the terms and conditions of the  
Company's employment of the Employee.

NOW, THEREFORE, in consideration of the mutual  
promises, covenants and agreements herein contained, and  
intending to be legally bound hereby, the parties hereto agree as  
follows:

1. Employment and Term. Subject to the terms and  
conditions hereinafter set forth, the Company hereby employs the  
Employee, and the Employee hereby accepts employment with the  
Company, commencing as of the date hereof and continuing through  
October 15, 1997, unless such employment is earlier terminated as  
provided herein (the "Term").

2. Duties and Services.

a. During the Term, the Employee shall serve in  
such executive or managerial capacity as the Board of Directors

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the Company (the "Board") shall determine. Initially, the Employee shall have the title of Executive Vice President of the Company and shall serve as President of SCS Mobilecom, Inc. and SCS Telecom, Inc. (together, the "SCS Companies") and shall report to the President of the Company. The Employee shall perform such duties and services as the Board, the Chairman of the Board, the Chief Executive Officer, the President of the Company or such other person designated by any of the foregoing shall reasonably request. The Company shall cause Employee to be appointed to the Company's Board at the first Board meeting after the date hereof for a term continuing until the Annual Meeting of the Company's shareholders and, during the Term, the Company shall nominate and shall propose the Employee for election as a member of the Board by the Company's shareholders at each Annual Meeting of the Company's shareholders following the date hereof at which members of the class of directors of which Employee is a member are being elected. The Company shall cause the Employee to be elected to serve as chairman and a member of each of the Boards of Directors of the SCS Companies effective the date of this Agreement.

b. Except for illness or incapacity and vacation time as provided herein, during the Term, the Employee shall devote all of his business time and undivided attention during

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normal business hours to the business and affairs of the Company and its Affiliates. Notwithstanding the foregoing, the Employee may engage in charitable and public and industry service activities so long as such activities do not interfere with the performance of his duties and responsibilities under this Agreement.

3. Salary. During the Term, the Company shall pay to the Employee a base salary at an initial rate per annum of one hundred seventy-five thousand dollars (\$175,000), payable in approximately equal installments at such intervals as are consistent with the Company's pay periods for regular salaried executive employees. The Employee's base salary shall be reviewed by the Board of Directors of the Company on an annual basis and may be, but shall not be required to be, increased at the discretion of the Company's Board of Directors (the base salary as in effect from time to time shall be the "Base Salary").

4. Benefits and Expenses.

a. Employee Benefit Plans. Subject to and in accordance with the terms and conditions contained therein, during the Term, the Employee shall be entitled to participate in any retirement, medical, dental, disability, life insurance and any other plans or programs made generally available to

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management employees of the Company that do not duplicate the benefits otherwise specifically provided in this Agreement.

During the Term, the Company shall pay the premium for a life insurance policy covering the Employee and owned by the Employee, having a death benefit no less than the death benefit on the life insurance policy provided by International Mobile Machines Corporation ("IMM") to IMM's President from time to time.

b. Holidays, Vacation and Sick Leave. During the Term, the Employee shall be entitled to all holidays during which the executive offices of the Company are scheduled to be closed. The Employee shall also be entitled to four weeks of vacation during each full calendar year of employment to be taken in accordance with standard Company policies for management employees. If the Employee fails to take the total amount of vacation time that the Employee is entitled to take hereunder, the Employee shall be deemed to have forfeited any such right to take, or to receive compensation in lieu of, such days not so taken. During such vacation time, the Employee shall be entitled to paid sick leave in accordance with such general policies of the Company as may be in effect from time to time for management employees.

c. Annual Physical Check-up. The Company shall

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pay the cost of one physical examination by the Employee's physician once per year during the Term.

d. Expense Account. During the Term, the Company shall pay directly or reimburse Employee for up to \$5,000 of travel and entertainment expenses reasonably related to the business or interests of the Company, upon submission by him of written documentation of such expenses.

e. Company Car. During the Term, the Company shall pay for all regular lease payments on the [Make and Model] automobile currently used by Employee for business purposes, until the expiration of the lease.

f. Estate and Financial Planning Services. During the Term, the Employee shall be entitled to receive reasonable estate and financial planning services from the Company's accountants.

5. Termination of Employment. The employment of the Employee shall terminate in accordance with the provisions of this Section 5.

a. Employee's Death. The Employee's employment hereunder shall terminate automatically in the event of the Employee's death. Upon any such termination, death and other benefits under any employee benefit plan, policy or program maintained by the Company in which the Employee was entitled to

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participate at the time of his death shall become payable in accordance with their terms. Except as set forth above in this Section 5(a), and except for any salary and other benefits accrued, vested and unpaid as of the date of his death, the Company shall not be under any further obligation to the Employee or his heirs or personal representatives after the date of Employee's death pursuant to this Agreement.

b. Employee's Disability. Effective upon the giving of written notice, the Company may terminate the Employee's employment hereunder for "disability" if the Company's Board of Directors, based upon a report of an independent physician selected by the Board of Directors, and approved by Employee, which approval will not be unreasonably withheld, determines that, by reason of physical or mental illness or other condition continuing for more than six (6) consecutive months or for shorter periods aggregating more than six (6) months in any period of twelve (12) consecutive months, the Employee has been unable to carry out his duties as contemplated by this Agreement in a manner reasonably expected of a person having the duties and responsibilities as assigned to him from time to time. The Employee (or his legal representative) shall cooperate in good faith with the independent physician so selected. Upon any such termination, the Employee shall nonetheless be entitled to

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continue to receive (A) regular installments of Base Salary at the rate in effect upon termination of employment, and (B) medical coverage on terms and conditions comparable to those most recently being provided to the Employee while employed pursuant to this Agreement (the payments and benefits in the foregoing clauses (A) and (B) being collectively referred to herein as the "Disability Benefits"), in each case for the period of twelve (12) months following such determination of "disability"; provided, however, such compensation under clause (A) above shall be reduced by the amount of any payments received by the Employee with respect to this period pursuant to any Social Security entitlement or any short- or long-term disability plan or any other employee benefit plan, policy or program maintained to provide for benefits in the event of disability in which the Employee was entitled to participate at the time of his termination for "disability." In the event of the Employee's death within thirty (30) days following a determination of "disability," the Company shall cease providing any Disability Benefits relating to any period following the Employee's death. Except for the Employee's entitlement to Disability Benefits in accordance with this Section 5(b) and any salary and other benefits accrued, vested and unpaid as of the date of any such termination for "disability," the Company shall have no further

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obligation to the Employee following any termination for disability." Upon any termination for "disability," the Employee shall continue to be bound by the provisions of Section 6 of this Agreement.

c. Termination Without Cause. At any time, the Company may terminate the Employee's employment hereunder for a reason not constituting "Cause" (as defined in Section 6(d) hereof), by giving written notice to the Employee, in which event the Employee shall nonetheless be entitled to continue to receive (A) regular installments of Base Salary at the rate in effect upon termination of employment, and (B) medical coverage on terms and conditions comparable to those most recently being provided to the Employee while employed pursuant to this Agreement (the payments and benefits in the foregoing clauses (A) and (B) being collectively referred to herein as the "Severance Benefits"), in each case for a period the greater of one (1) year or one-half of the period between the date of termination of employment and the date the Term would have expired had the Term not terminated ("Severance Period"). In the event of the Employee's death prior to the end of the Severance Period, any and all monetary payments required to be made by the Company to the Employee pursuant to the preceding sentence shall thereafter instead be paid to the Employee's estate. The effective date of such termination shall

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be the date so specified in such notice or, if no such date is specified, the date of such notice. Except for the Employee's entitlement to Severance Benefits during the Severance Period in accordance with this Section 5(c) and any salary and benefits accrued, vested and unpaid as of the date of any termination pursuant to this Section 5(c), the Employee shall no longer be entitled to receive the Base Salary or any other payments or have or receive any other rights or benefits under this Agreement, and the Company shall not have any further obligation to the Employee pursuant to this Agreement following any termination pursuant to this Section 5(c). Any termination of the employee's employment hereunder by the Company pursuant to Section 5(f) shall not constitute a termination without Cause. Upon any termination pursuant to this Section 5(c), the Employee shall continue to be bound by the provisions of Section 6 of this Agreement.

d. Termination For Cause. The Company may terminate the Employee's employment hereunder, effective on the date of delivery of written notice, for "Cause," as defined in this Section 5(d). In the event the Employee's employment hereunder is terminated for "Cause," except for any salary and benefits accrued, vested and unpaid as of the date of any such termination, the Employee shall no longer be entitled to receive

## EXECUTION

the Base Salary or any other payments or have or receive any other rights or benefits under this Agreement, and the Company shall not have any further obligation to the Employee. "Cause" shall mean that (i) the Employee has been found guilty of committing any felony or crime involving fraud or moral turpitude, or (ii) (A) the Employee has been found to have misappropriated any money or property from the Company, (B) the Employee has been grossly negligent or has committed willful misconduct in carrying out his duties hereunder and either continues to be grossly negligent or commit willful misconduct or commits another act of gross negligence or willful misconduct, within 30 days after written notice from the Company to the Employee thereof, or (C) the Employee has breached any material provision of this Agreement and such breach either continues for a period of, or is not cured within, 30 days after written notice from the Company to the Employee thereof. Any such notice will refer to this Agreement and state that the failure to correct the situation as set forth above may give rise to the right of the Company to terminate the Employee's employment hereunder for Cause. Notwithstanding the periods for notice and cure set forth above, "Cause" shall exist in the event of any subsequent commission of gross negligence or willful misconduct by the Employee in carrying out his duties hereunder or any subsequent breach by the

## EXECUTION

Employee of any material provision of this Agreement if the Company shall have provided at least two notices to the Employee pursuant to clause (B) or (C) above within the preceding 12-month period. Upon any termination of this Agreement pursuant to this Section 5(d), the Company shall have such rights and remedies as may be available to it for any breach by the Employee of this Agreement or otherwise, the Employee shall no longer be entitled to receive the Base Salary or any other payments or have or receive any other rights or benefits under this Agreement, the Company shall not have any further obligation to the Employee pursuant to this Agreement, and Employee shall continue to be bound by the terms of Section 6 of this Agreement.

### e. Termination by Employee.

The Employee may terminate his employment under this Agreement: (i) upon at least six months notice from the Employee to the Company given no earlier than the second anniversary of the date hereof, or (ii) at any time upon at least 30 days prior written notice from the Employee to the Company for "good reason" (as defined in this Section 5(e) hereof). Upon any termination of employment by the Employee for "good reason," Employee shall be entitled to receive Severance Benefits during the Severance Period as if it were a termination of the Employee's employment hereunder by the Company other than for

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"cause" in accordance with Section 5(c) hereof, and the Employee shall continue to be bound by the terms of Section 6 of this Agreement. Upon any termination of employment by the Employee pursuant to clause (e)(i) above, the Employee shall no longer be entitled to receive the Base Salary or any other payments or have or receive any other rights or benefits under this Agreement, the Company shall not have any further obligation to the Employee hereunder, and the Employee shall continue to be bound by the terms of Section 6 of this Agreement. For purposes of this Agreement, the term "good reason" shall mean (1) the assignment to the Employee of any position or duties that are not consistent with his status as a managerial officer of the Company or any of its Affiliates or similar duties with respect to other operations of the Company, provided that the Employee notifies the Company of such inconsistency in writing and the Company does not correct the situation within 30 days of such notice, (2) a reduction in the Employee's Base Salary below the Base Salary, or (3) the relocation of the principal place where the Employee is required to perform his employment duties ("Principal Workplace") to more than 75 miles away from the Employee's current Principal Workplace; or (4) any material breach, not encompassed by the foregoing, of the obligations of the Company under this Agreement, which breach either continues for a period of, or is

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ured within, 30 days after notice from the Employee to the Company thereof. Except as provided in this Section 5(e), the Employee shall not be entitled to terminate his employment under without breach of this Agreement.

f. Termination at End of Term. At the end of the term, unless earlier terminated as provided herein, or unless terminated effective as of the end of the term by prior written notice by either party, the Employee shall become an "at will" employee of the Company, and the Employee's employment may be terminated at any time thereafter by either for any reason or no reason. The Company shall have no further obligation to the Employee following any such termination other than to pay to the Employee any accrued, vested and unpaid salary and benefits, and, in the case of any such termination upon or after the end of the term by the Company, severance benefits, if any, which the Employee is entitled to receive pursuant to any severance benefits policy of the Company then in effect, to the extent provided therein. After any such termination, the Employee shall continue to be bound by the terms and conditions of Section 6 of this Agreement.

g. Resignation as Officer and Director.

Immediately upon termination of the Employee's employment hereunder, the Employee shall resign as from all offices and all

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board memberships on the Boards of Directors of the Company and its Affiliates held by the Employee, provided that the Employee will not be required to resign as a director of the Company unless his employment hereunder was terminated by the Company for cause or by the Employee other than as permitted in accord with Section 5(e) hereof. Such resignations shall be deemed automatic upon any such termination and shall require no act, deed or notice by either the Company (or its Affiliates) or the Employee.

6. Protection of Company Property.

a. Confidentiality. The Employee agrees that, while employed by the Company under this Agreement and at all times thereafter, he shall not, without the prior written consent of the Company, disclose to any third party or use for his own benefit or the benefit of any third party or for any purpose other than the exclusive benefit of the Company or its Affiliates any confidential or proprietary information relating to the Company or any of its Affiliates that was obtained by or revealed to him while in the employ of the Company or his prior employment with the SCS Companies or which is otherwise the property of the Company or any of its Affiliates; provided, however, this provision shall not restrict the Employee's use or disclosure of information, (i) in the discharge of his duties in the proper course of conduct of the Company's or its Affiliates' business,

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(ii) that is in the public domain without fault of the Employee,  
(iii) which is or becomes available to the Employee on a non-confidential basis from a source other than the Company or its Affiliates provided that such source is not prohibited from transmitting such information by an obligation of confidentiality, and (iv) mandated by any judicial, administrative or regulatory proceeding, or otherwise required by law or regulatory authority, so long as the Employee gives the Company reasonable prior written notice of such required disclosure and provides the Company with an opportunity to obtain a protective order restricting or limiting such disclosure.

b. Covenant Not to Compete. The Employee covenants and agrees that during the "Restricted Period," as defined below, he shall not, either directly or indirectly, (i) engage in or conduct any business competitive with the business conducted by IMM or by any IMM Subsidiary (as defined below), whether individually or as an employee, agent, officer, director, owner, consultant or otherwise, without the prior written consent of the Company, or (ii) induce or attempt to induce any existing or future employee or consultant of the Company or any of its Affiliates to leave such employment. For the purpose of this Section 6, any business will be considered to be competitive with the business conducted by IMM if the business is in the digital

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wireless field, including any of the following areas: wireless fax, TDMA or CDMA base stations, TDMA or CDMA handsets, cordless telephones, cellular telephone systems, military and defense cellular systems, personal communication networks, and governmental or business standards or practices.

(1) The Employee further agrees that, if the period of time or the scope of the restrictive covenant set forth in Section 6(b) above should be adjudged unreasonable in any court proceeding, then the period of time shall be reduced by such number of months or the scope shall be reduced by elimination of such portion thereof deemed unreasonable, so that such covenant may be enforced in such scope and during such period of time as may be judged to be reasonable.

(2) The Employee shall not, without prior written consent of the Company, make any investment, whether such investment is in the form of equity, long-term or short-term debt or convertible securities or other interest (or right to acquire any of the foregoing) in any entity engaged in or conducting any business competitive with the Company's or any Affiliate's business, whether the securities of such entity, or interests therein, are publicly traded or privately held or such entity is a corporation, partnership or sole proprietorship except that the Employee may make passive equity investments in publicly traded

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securities of corporations that are listed on any recognized stock exchange or quoted on the NASDAQ National Market System which do not exceed (taking into account all rights to acquire the same) one percent (1%) of the total issued and outstanding shares of any such corporation.

(3) The term "Restricted Period" shall mean the period commencing on the date hereof and ending on the date that is the period of time set forth below following the date of termination of the Employee's employment with the Company corresponding to the reason for such termination as set forth below:

(A) One year; in the case of termination by the Company by reason of disability;

(B) One year in the case of termination by the Company for Cause or by the Employee in accordance with Section 5(e)(i) hereof;

(C) The Severance Period in the case of termination by the Company without Cause or by the Employee for good reason;

(D) The fifth anniversary of the date of this Agreement in the case of termination by the Employee other than as permitted in accordance with Section 5(e) hereof;

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(E) In the case of termination by reason of the expiration of the Term or any termination after the end of the Term, the period, if any, with respect to which severance benefits are paid pursuant to Section 5(f) hereof, or pursuant to any agreement which the Company and the Employee may negotiate at the time of such termination.

(4) The term "IMM Subsidiary" shall mean any entity fifty percent (50%) or more of the outstanding beneficial interest of which is directly or indirectly owned, controlled or held by IMM.

(5) At any time following any termination by the Company without cause or by reason of disability or by the Employee for good reason, or any termination after the end of the Term, the Employee shall have the right, at his option, to cause the Restricted Period to end on the date ("Opt-Out Date") specified in a written notice sent by the Employee to the Company making reference to Employee's election pursuant to this Section 6(b)(4) ("Opt-Out Notice"). By sending an Opt-Out Notice, the Employee shall thereby have released the Company from any obligation to provide any Disability Benefits or Severance Benefits relating to any period following the Opt-Out Date.

c. Inventions, etc.

(1) In the event the Employee, alone or with

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bers, discovers, creates, develops or otherwise acquires any invention, discovery, process, design or secret of any kind or any improvements therein or thereon or any interest therein or license thereof (collectively, "Inventions"), whether the subject of Letters of Patent or not, which relates to, or is reasonably associated with, any of the Company's products or methods of production, the Employee shall immediately disclose in writing to the Company the full details and particulars of such Invention and shall provide the Company with all plans, drawings and models of the same. Every Invention discovered, created, developed or acquired during the term of the Employee's employment with the SCS Companies, the Company and its Affiliates shall be the property of, and is hereby assigned to, the Company, except for any Invention meeting both of the following conditions: (i) such Invention was not discovered, created, developed or acquired on Company time or with the use of Company facilities, equipment or personnel, and (ii) such Invention does not relate to the business of the Company or its Affiliates or to any business competitive with the Company's or any Affiliate's business.

(2) The Employee shall execute, acknowledge and deliver all papers, applications, assignments and other documents, including patent applications, assignments and applications for reissue and do all other rightful acts, at the

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expense of the Company, that the Company may consider necessary to secure to the Company the fullest rights to the Inventions and to patents in the United States and foreign countries covering such Inventions. The Employee acknowledges that he shall not be entitled to any additional compensation for his obligations under this Section 6.

d. Enforcement.

(1) Injunctive Relief. The parties recognize that, in the event of breach by the Employee of any of the provisions of Section 6 hereof, the Company may suffer continuing and irreparable harm for which the Company will remedies at law will be inadequate. The Employee hereby waives any and all right to assert any claim or defense that the Company has an adequate remedy at law for any such breach. In recognition thereof, the Company and the Employee hereby agree that, in the event of any such breach, the Company will be entitled to seek a decree of specific performance, mandamus or any other appropriate remedy to enforce such provisions without any requirement that a bond be posted. The parties further agree that this Section 6(d) shall not in any way limit remedies at law or in equity otherwise available to the Company. In the event that the Company seeks and obtains an injunction against any

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breach of this Section 6 by the Employee, the Restricted Period shall be extended for the period of time that such breach exists.

7. Withholding and Limitation of Payments.

a. Anything to the contrary herein

notwithstanding, all payments required to be made by the Company hereunder to the Employee or her estate or beneficiaries shall be subject to the withholding or reporting of such amounts as the Company may reasonably determine it should withhold or report pursuant to any applicable law or regulation. In lieu of withholding such amounts, in whole or in part, the Company may, in its sole discretion, accept other provisions for payment of taxes and withholdings as required by law, provided it is satisfied that all requirements of law affecting its responsibilities to withhold have been satisfied.

b. Excess Golden Parachute Payments

(1) Payments to which this paragraph 7(b)

applies. The provisions of this section 7(b) shall apply exclusively with respect to any payments under this Agreement or any Stock Option Agreement between the Company and the Employee pursuant to the Company's 1992 Non-Qualified Stock Option Plan (collectively, the "Option Agreements"):

(i) payable to the employee by reason of events subsequent and unrelated to the transactions described

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the Acquisition Agreement of October 6, 1992 (concerning the acquisition of SCS Telecom, Inc. and SCS Mobilecom, Inc. by International Mobile Machines Corporation ("IMM"));

(ii) which (but for this provision) would be payable to the Employee for the reasons of an event specified in Section 280G(b) (2) (A) (i) (I) or (II) of the Internal Revenue Code of 1986, as amended, or any similar or successor provision thereof (the "Code");

(iii) are payable to the Employee in the nature of compensation at a point in time when the Employee is a "disqualified individual" as defined under Section 280G(c) of the Code; and

(iv) payable in an amount and in such a manner that it would (but for this provision) constitute an "excess parachute payment" under Section 280G of the Code.

A payment meeting each of the requirements of this section 7(b)(1)(i), (ii), (iii) and (iv) shall be referred to as the "Parachute Payments."

(2) If the Parachute Payments, but for this Section 7(b), would be subject to the excise tax imposed by Section 4999 (the "Excise Tax") then such Parachute Payments shall be reduced to the largest amount that would result in no portion of the Parachute Payments being subject to the Excise

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xx. The determination of any required reduction pursuant to this Section 7(b) (2) (including the determination as to which specific Parachute Payments shall be reduced) shall be made by the Employee in his reasonable discretion, and such determination shall be conclusive and binding upon the Company or any related corporation for all purposes. The Company or related corporation shall reduce the Parachute Payments in accordance with this Section 7(b) (2) only upon written notice by the Employee indicating the amount of such reduction, if any. If, notwithstanding the reduction in the Parachute Payments effected by this Section 7(b) (2), the Internal Revenue Service (the "IRS") determines that the Parachute Payments are subject to the Excise Tax, then the Company or related corporation shall enforce the provisions of Section 7(b) (4) hereof.

(3) Nothing in this Section 7(b) shall be construed to increase the Company's payment obligations to the Employee under this Agreement or the Option Agreements in excess of the amount otherwise due, notwithstanding this Section 7(b). Moreover, neither the Company nor any related corporation shall have any duty to pay (as distinct from withholding) any Excise Tax, interest or penalty with respect to any of the payment obligations under this Agreement or the Option Agreements.

EXECUTION

(4) If, notwithstanding the reduction described in Section 7(b)(2) hereof, the IRS determines that the Employee is liable for the Excise Tax as a result of the receipt of the Parachute Payments, then the Employee shall be obligated to pay to the Company (the "Repayment Obligation") an amount of money equal to the "Repayment Amount." The Repayment Amount with respect to the Parachute Payments shall be the smallest such amount, if any, as shall be required to be paid to the Company so that the Employee's net proceeds with respect to the Parachute payments (after taking into account the payment of the Excise Tax imposed on the Parachute Payments and any interest or penalties with respect thereto) shall be maximized.

(5) If the Excise Tax is not eliminated through the performance of the Repayment Obligation, the Employee shall pay the Excise Tax, along with all applicable interest and penalties (the "Excise Tax Repayment"). The Employee shall make the Excise Tax Repayment within 30 days of either: (i) the Employee entering into a binding agreement with the IRS as to the amount of the Employee's Excise Tax liability; or (ii) a final determination by the IRS or a court decision requiring the Employee to pay the Excise Tax with respect to the Parachute Payments from which no appeal is available or is timely taken.

EXECUTION

(6) Notwithstanding any other provision, if Parachute Payment is made to the Employee for which the Company or any related corporation has a withholding obligation under the Code, then the Company or related corporation shall be entitled to deduct from the Parachute Payments the full amount of Excise tax required to be withheld and such amount shall be withheld and remitted to the IRS. The Company shall make the determination of the amount of its withholding obligation under this paragraph 7 on the basis of the written advice received from the Company's independent certified public accountant's. The determination made by the Company's accountants shall be conclusive and binding on both parties.

8. Survival. This Agreement shall survive any termination of the Employee's employment hereunder only to the extent provided herein.

9. Miscellaneous.

a. Assignment and Binding Effect. Except as set forth herein, neither party may assign its rights or obligations hereunder without the prior written consent of the other party, except that the Company may assign this agreement to an Affiliate with the Employee's consent, which consent will not be unreasonably withheld, provided that the Company shall remain liable for the performance by such Affiliate of all of the

EXECUTION

Company's obligations hereunder. If any such assignment takes place, then each reference in this Agreement to the Company other than any such reference in this Section 9(a)) shall be deemed to be a reference instead to such assignee. The respective rights and obligations under this Agreement shall be binding upon the parties hereto and in the case of the Employee, his heirs, executors, administrators, estate or other legal representatives.

b. Governing Law. This Agreement shall be governed as to its validity, interpretation and effect by the laws of the Commonwealth of Pennsylvania without regard to what other laws might be applicable under governing principles of choice or conflicts of laws.

c. Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid, illegal or unenforceable for any reason, the remaining provisions and portions of this Agreement shall remain in full force and effect to the fullest extent permitted by law. Such invalid, illegal or unenforceable provision(s) shall be deemed modified to the extent necessary to make it (them) valid, legal and enforceable.

d. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and understanding of

## EXECUTION

The parties with respect to the subject matter hereof, supersede all prior discussions, understandings and agreements with respect thereto and may not be modified or changed, except by an agreement in writing executed by the Company and by the Employee.

e. Captions. All captions and headings used herein are for convenient reference only and do not form part of this Agreement.

f. Waiver. The waiver of a breach of any term or provision of this Agreement shall not operate as or be construed to be waiver of any other or subsequent breach of this Agreement.

g. Notice.

All notices and other communications hereunder will be in writing and will be given to the person either personally or by certified or registered mail, return receipt requested with postage prepaid, or by commercial courier, charges prepaid, to such party's address. Notices will be deemed given upon delivery. For notices from the employee to the company:

International Mobile Machines Corporation  
2200 Renaissance Boulevard, Suite 105  
King of Prussia, Pennsylvania 19406  
Attention: William A. Doyle, Esquire

EXECUTION

For notices from the company to the employee:

Donald L. Schilling  
Hoffstot Lane  
Sands Point, NY 11050

Notice of any change in any such address will also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

h. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same Agreement.

i. Affiliates. The term "Affiliate" as used herein shall mean (i) the SCS Companies, (ii) any person or entity directly or indirectly owning, controlling or holding fifty percent (50%) or more of the outstanding beneficial interest in the Company, (iii) any person or entity fifty percent (50%) or more of the outstanding beneficial interest of which is directly or indirectly owned, controlled or held by the Company, or (iv) any person or entity directly or indirectly controlling,

EXECUTION

controlled by, or under common control with the Company.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement on the date first above written.

INTERNATIONAL MOBILE MACHINES  
CORPORATION

By:   
President

  
Donald L. Schilling (SEAL)



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DATE: 11/02/94

TO:

N09B

DAVID B. NEWMAN, JR.  
DAVID NEWMAN & ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646

CORRECTED  
NOTICE

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:

GARODNICK, JOSEPH

DOC DATE: 07/19/94

ASSIGNOR:

MOORE, TIMOTHY F. III

DOC DATE: 07/19/94

ASSIGNOR:

LOMP, GARY

DOC DATE: 07/28/94

ASSIGNOR:

SCHILLING, DONALD L.

DOC DATE: 07/23/94

RECORDATION DATE: 08/02/94      NUMBER OF PAGES 011      REEL/FRAME 7078/0928

DIGEST : ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

INTERDIGITAL TECHNOLOGY CORP.  
900 MARKET STREET, 2ND FLOOR  
WILMINGTON, DE 19801

SERIAL NUMBER 8-218198      FILING DATE 03/28/94  
PATENT NUMBER                    ISSUE DATE 00/00/00

EXAMINER/PARALEGAL      *Agnes Olson*  
ASSIGNMENT BRANCH  
ASSIGNMENT/CERTIFICATION SERVICES DIVISION

MAIL ROOM

14 OCT 19

Tab settings p 000 1994

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## (1) Name of conveying party(ies):

Joseph Garodnick  
56 Wild Goose Way  
Centerville, Massachusetts 02632

Additional name(s) of conveying party(ies) attached?  Yes  No

## (3) Nature of conveyance: 19

- Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 19, 1994

## (4) Application number(s) or patent number(s): 08/218,198

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

08/218,198

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## (5) Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID NEWMAN &amp; ASSOCIATES, P.C.

Internal Address: \_\_\_\_\_

Street Address: Centennial Square

P.O. Box 2728

City: La Plata State: MD ZIP: 20646

## (6) Total number of applications and patents involved: 1

## (7) Total fee (37 CFR 3.41): \$ 40.00

 Enclosed Authorized to be charged to deposit account

## (8) Deposit account number:

09-0435

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

SC13246 09/15/94 08218198

09-0435 130 581

91851541

40.00CH

## (9) Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David B. Newman, Jr.  
Name of Person Signing

Signature

Aug 1, 1994  
Date

Total number of pages comprising cover sheet: 13

REEL 7078 FRAME 928

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings 59 1994

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Timothy F. Moore, III  
521 West 122 Street, #4  
New York, New York 10027

## 2. Name and address of receiving party(ies):

Name: InterDigital Technology Corp.

Internal Address: \_\_\_\_\_

Street Address: 900 Market Street2nd FloorCity: Wilmington State: DE ZIP: 19801Additional name(s) & address(es) attached?  Yes  No

## 3. Nature of conveyance:

- Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 19, 19944. Application number(s) or patent number(s): 08/218,198

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

08/218,198

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID NEWMAN & ASSOCIATES, P.C.

Internal Address: \_\_\_\_\_

6. Total number of applications and patents involved: 1Street Address: Centennial SquareP.O. Box 2728City: La Plata State: MD ZIP: 206467. Total fee (37 CFR 3.41): ..... \$ 40.00 Enclosed Authorized to be charged to deposit account

## 8. Deposit account number:

09-0435

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

91851542

5013247 08/15/94 08218198

09-0435 130 581 40.00CH

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David B. Newman, Jr.

Name of Person Signing

Signature

August 1, 1994  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

REEL 1078 FRAME 929

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59 AUG 2  
1994

Tab settings

## PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Gary Lomp  
130 Washington Ave.  
Centerport New York, 11721 1994

OCT 19 1994  
RECEIVED  
U.S. PATENT AND TRADEMARK OFFICE  
17 AIR MAIL STATION

## 2. Name and address of receiving party(ies):

Name: InterDigital Technology Corp.

Internal Address: \_\_\_\_\_

Street Address: 900 Market Street

2nd Floor

City: Wilmington State: DE ZIP: 19801Additional name(s) & address(es) attached?  Yes  NoExecution Date: July 28, 19944. Application number(s) or patent number(s): 08/218,198

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

08/218,198

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID NEWMAN & ASSOCIATES, P.C.

Internal Address: \_\_\_\_\_

6. Total number of applications and patents involved: 1Street Address: Centennial SquareP.O. Box 2728City: Ta Plata State: MD ZIP: 206467. Total fee (37 CFR 3.41): ..... \$ 40.00 Enclosed Authorized to be charged to deposit account

## 8. Deposit account number:

09-0435

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David B. Newman, Jr.

Name of Person Signing

Signature

August 1, 1994  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

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CORPORATION FORM COVER SHEET  
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Patent and Trademark Office

Tab settings □ □ □ □ □

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Donald L. Schilling  
Hoffstot Lane  
Sands Point, New York 11050

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____           |   |

Execution Date: July 23, 1994

## 4. Application number(s) or patent number(s): 08/218,198

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

08/218,198

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID NEWMAN &amp; ASSOCIATES, P.C.

Internal Address: \_\_\_\_\_

Street Address: Centennial Square

P.O. Box 2728

City: La Plata State: MD ZIP: 20646

## 6. Total number of applications and patents involved: 1

## 7. Total fee (37 CFR 3.41): \$ 40.00

 Enclosed Authorized to be charged to deposit account

## 8. Deposit account number:

09-0435

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91851544

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David B. Newman, Jr.

Name of Person Signing

Signature

August 1, 1994  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

RECEIVED JULY 18 1994

ASSIGNMENT

WHEREAS, WE:

DONALD L. SCHILLING a citizen of the United States, residing at

Hoffstot Lane  
Sands Point, New York 11050

JOSEPH GARODNICK, a citizen of the United States, residing at

56 Wild Goose Way  
Centerville, Massachusetts 02632

GARY LOMP, a citizen of the United States, residing at

130 Washington Ave.  
Centerport, New York 11721

TIMOTHY F. MOORE, III a citizen of the United States, residing at

521 West 122 Street, #4  
New York, New York 10027

as assignors, have made an invention entitled:

A SPREAD SPECTRUM ADAPTIVE POWER  
CONTROL COMMUNICATIONS SYSTEM AND METHOD

for which the patent application has been filed and has serial no. 08/218,198 and filing date of March 28, 1994.

WHEREAS,

INTERDIGITAL TECHNOLOGY CORPORATION

a corporation of Delaware, whose post office address is

900 Market Street, 2nd Floor  
Wilmington, Delaware 19801

as assignee, is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United

REEL 1078 FRAME 932

States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from assignee is hereby acknowledged, we, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto assignee, its lawful successors and assign, our entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assign, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have full right to convey the interest assigned by this Assignment, and we have not executed, and will not execute any agreement in conflict with this Assignment;

LAW OFFICES  
DAVID NEWMAN  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100

AND, WE HEREBY further covenant and agree that we shall, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testifying in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hands.



DONALD L. SCHILLING

Date:

7/23/94

County of Nassau

State of New York

Before me, a notary public, in and for the State and County aforesaid, on this 23 day of July, 1994, personally appeared DONALD L. SCHILLING who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Notary Public

Date:

7/23/94

SEAL

ANNETTE SCHILLING  
Notary Public, State of New York  
No. 30-4919739  
Qualified in Nassau County  
Term Expires February 8, 1996

IN TESTIMONY WHEREOF, I have hereunto set my hands.



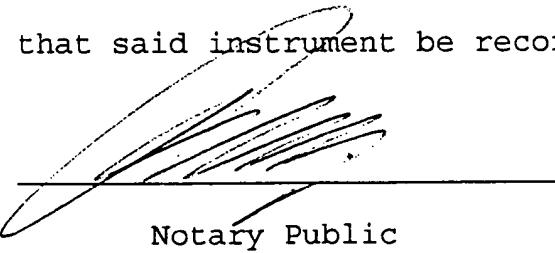
JOSEPH GARODNICK

Date: 7-19-94

County of Nassau

State of New York

Before me, a notary public, in and for the State and County aforesaid, on this 19 day of July, 1994, personally appeared JOSEPH GARODNICK who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Date: 7/19/94

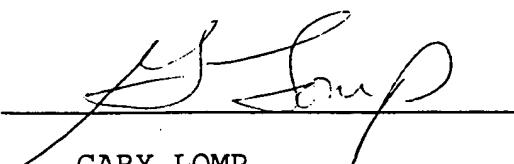
Notary Public

SEAL

ANNETTE SCHILLING  
Notary Public, State of New York  
No. 30-4919739  
Qualified in Nassau County  
Term Expires February 8, 1996

REEL 1078 FRAME 936

IN TESTIMONY WHEREOF, I have hereunto set my hands.



GARY LOMP

Date:

7/28/94

County of NASSAU

State of NY

Before me, a notary public, in and for the State and County aforesaid, on this 28 day of July, 1994, personally appeared GARY LOMP who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.



Notary Public

Date:

July 28, 1994

SEAL

ANNETTE SCHILLING  
Notary Public, State of New York  
No. 30-4919739  
Qualified in Nassau County  
Term Expires February 8, 1996

LAW OFFICES  
DAVID NEWMAN  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100

IN TESTIMONY WHEREOF, I have hereunto set my hands.

T. F. Moore, III

TIMOTHY F. MOORE, III

Date:

July 19, 1994

County of Nassau

State of New York

Before me, a notary public, in and for the State and County aforesaid, on this 19<sup>th</sup> day of July, 1994, personally appeared TIMOTHY F. MOORE, III who being to me personally known, and who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public

SEAL

Date:

July 19, 1994

ANNETTE SCHILLING  
Notary Public, State of New York  
No. 30-4919739  
Qualified in Nassau County  
Term Expires February 8, 1995

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U.S. PATENT & TRADEMARK OFFICE

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LAW OFFICES  
DAVID NEWMAN  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100

T:\ITC2\ITC232US.AS-DEM0714

REF ID: A838



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DATE: 05/17/93

TO:

DAVID B. NEWMAN, JR.  
DAVID NEWMAN & ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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ASSIGNOR:

DOC DATE: 10/15/92

SCS MOBILECOM, INC.

RECORDATION DATE: 03/12/93 NUMBER OF PAGES 003 REEL/FRAME 6457/0471

DIGEST :ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

INTERDIGITAL TECHNOLOGY CORP.  
900 MARKET STREET  
2ND FLOOR  
WILMINGTON, DE 19801

SERIAL NUMBER 7-614816 FILING DATE 11/16/90  
PATENT NUMBER 5,093,840 ISSUE DATE 03/03/92

*R. Riley*  
EXAMINER/PARALEGAL  
ASSIGNMENT BRANCH  
ASSIGNMENT/CERTIFICATION SERVICES DIVISION

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

SCS MOBILECOM, INC.  
85 Old Shore Road, Suite 200  
Port Washington, New York 11050



## 2. Name and address of receiving party(ies):

Name: INTERDIGITAL TECHNOLOGY CORP.

Internal Address:

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance:

- |  |    |   |
|--|----|---|
| <input checked="" type="checkbox"/> Assignment | 01 | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    |    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other                 |    |   |

Execution Date: October 15, 1992Street Address: 900 Market Street2nd FloorCity: Wilmington State: DE ZIP: 19801Additional name(s) & address(es) attached?  Yes  No4. Application number(s) or patent number(s): 5,093,840

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID NEWMAN & ASSOCIATES, P.C.

Internal Address: \_\_\_\_\_

Street Address: Centennial Square

080 KJ 03/30/93 P.O. Box 2728

2581

City: La Plata State: MD ZIP: 206466. Total number of applications and patents involved: 1

1

6457

047

7. Total fee (37 CFR 3.41): ..... \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

14-0783

40.00 CK

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David B. Newman, Jr.

Name of Person Signing

91667320

Signature

March 11 1993  
Date

ASSIGNMENT

WHEREAS, by virtue of an Assignment recorded in the United States Patent and Trademark Office on Reel 5582, Frames 835, 836, 837, 838, and 839, SCS Mobilecom, Inc., a New York Corporation, with its principal place of business located at

85 Old Shore Road, Suite 200  
Port Washington, New York 11050

is the owner of United States Patent No. 5,093,840, issued March 3, 1992, and entitled, ADAPTIVE POWER CONTROL FOR A SPREAD SPECTRUM TRANSMITTER, by inventor Donald L. Schilling.

WHEREAS, InterDigital Technology Corporation, a Delaware Corporation, with its principal place of business located at

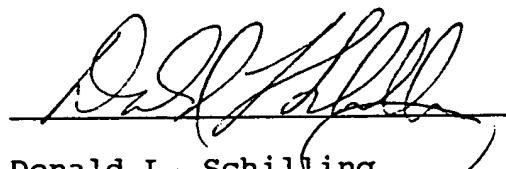
900 Market Street, 2nd Floor  
Wilmington, Delaware 19801

is desirous of acquiring from SCS Mobilecom, Inc. the entire right, title and interest in, to and under the aforesaid patent application and the invention therein described and claimed.

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from assignee is hereby acknowledged, SCS Mobilecom, Inc. hereby sells, transfers and conveys its entire right, title and interest in, to and under said patent application and the invention therein described and claimed to InterDigital Technology Corporation to the full end of the term for which Letters Patent may be granted and hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent when granted to

InterDigital Technology Corporation as the assignee of the entire right, title and interest in, to and under the same.

SCS Mobilecom, Inc.

By: 

Donald L. Schilling  
President

Date: October 15, 1992

By: 

Annette Schilling  
Secretary

Date: October 15, 1992

SEAL

645701473

LAW OFFICES  
DAVID NEWMAN  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100

F:\DOCUMENT\ITC2\ITC202US.AS-BEP2/22

SEARCHED  
INDEXED  
SERIALIZED  
FILED  
MAR 12 1993

In re Patent of  
DONALD L. SCHILLING  
Serial No. 07/614,816  
Filed: November 16, 1990  
For: ADAPTIVE POWER CONTROL  
FOR A SPREAD SPECTRUM  
TRANSMITTER

ITC202US

*[Signature]*  
U.S. Patent No. 5,093,840  
Issue Date: Mar. 3, 1992

Please stamp for acknowledgment of receipt and return  
in the United States Mail for the following:

1. Form PTO-1595;
2. Assignment;
3. Transmittal Letter; and
4. A check for \$40.00 for filing fees.

In re Patent of  
DONALD L. SCHILLING  
Serial No. 07/614,816  
Filed: November 16, 1990  
For: ADAPTIVE POWER CONTROL  
FOR A SPREAD SPECTRUM  
TRANSMITTER

ITC202US

*[Signature]*  
U.S. Patent No. 5,093,840  
Issue Date: Mar. 3, 1992

Please stamp for acknowledgment of receipt and return  
in the United States Mail for the following:

1. Form PTO-1595;
2. Assignment;
3. Transmittal Letter; and
4. A check for \$40.00 for filing fees.



Attorney Docket: ITC202US

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent of )  
DONALD L. SCHILLING )  
Serial No. 07/614,816 ) U.S. Patent No. : 5,093,840  
Filed: November 16, 1990 ) Issue Date : March 3, 1992  
For: ADAPTIVE POWER CONTROL )  
FOR A SPREAD SPECTRUM )  
TRANSMITTER )

Honorable Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

Sir:

TRANSMITTAL LETTER

Enclosed herewith are the following papers for filing in the United States Patent and Trademark Office in connection with the above-identified patent application:

1. Form PTO-1595; and
2. Assignment.

Enclosed is a check in the amount of \$40.00 to cover the above filing fee. If the fee referred to above is found to be insufficient for any reason, please charge the deficiency to our Deposit Account No. 14-0783. If the fee referred to above is found to be in excess for any reason, please credit the excess to our Deposit Account No. 14-0783.

Respectfully submitted,

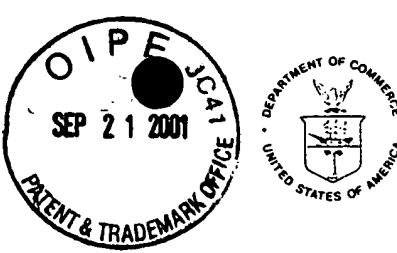
DAVID NEWMAN & ASSOCIATES, P.C.

By: \_\_\_\_\_

  
David B. Newman, Jr.  
Registration No. 30,966

Date: March 11, 1993

LAW OFFICES  
DAVID NEWMAN  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DATE: 06/11/92

TO:  
DAVID B. NEWMAN, JR. & ASSOCIATES  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME  
NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION  
CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE  
PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS, ON  
THIS NOTICE, PLEASE SEND A REQUEST FOR CORRECTION TO: U.S. PATENT AND  
TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35,  
WASHINGTON, D.C. 20231

ASSIGNOR:

SCHILLING, DONALD L.

DOC DATE: 12/30/91

RECORDATION DATE: 03/20/92 NUMBER OF PAGES 005 REEL/FRAME 6116/0155

DIGEST :ASSIGNMENT OF ASSIGNEES INTEREST

ASSIGNEE:

SCS MOBILECOM, INC.  
A CORP. OF NY  
85 OLD SHORE ROAD, STE. 200  
PORT WASHINGTON, NEW YORK 11050

SERIAL NUMBER 7-792869 FILING DATE 11/19/91  
PATENT NUMBER ISSUE DATE 00/00/00

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sent to  
insurance



RECEIVED

MAR 26 1992

GROUP 2

Attorney Docket: PCNA-019

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

140783  
58140100 Apls  
In re Application of )  
DONALD L. SCHILLING )  
Serial No. 07/792,869 )  
Filed: November 19, 1991 )  
For: ADAPTIVE POWER CONTROL )  
FOR A SPREAD SPECTRUM )  
COMMUNICATIONS SYSTEM )  
AND METHOD )

Group Art Unit:

Examiner:

03A

App Bla

Honorable Commissioner of Patents  
and Trademarks

Washington, D.C. 20231

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APR 06 1992

APPLICATION DIVISION-411

Sir:

RESPONSE TO NOTICE TO FILE MISSING PARTS

In response to Notice to File Missing Parts of Application,  
a copy of the notice for the above-captioned matter is attached  
herewith.

Enclosed herewith are the following papers for filing in the  
United States Patent and Trademark Office in connection with the  
above-identified patent application:

1. Notice To File Missing Parts of Application;
2. Declaration and Power of Attorney;
3. Assignment;

ASSIGNMENT BRANCH  
92 MAY 21 AM 8:47

RECEIVED

93277516

4. Petition for Extension of Time; and  
5. U.S. Patent and Trademark Office filing fee of \$1,298.00 calculated as follows:

Filing Fee (Large Entity) . . . . .	\$690.00
Surcharge for Missing Parts. . . . .	130.00
Independent Claims (7 - 3) x \$72 . . .	288.00
Total Claims (22 - 20) x \$20 . . . . .	40.00
Multiple Dependent Claims. . . . .	0.00
Recording of Assignment. . . . .	40.00
Petition for Extension of Time . . . . .	<u>110.00</u>
 Total Amount	\$1,298.00

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Respectfully submitted,

DAVID B. NEWMAN, JR. & ASSOC., P.C.

By: 

David B. Newman, Jr.  
Registration No. 30,966

Date: March 18, 1992

ICN: APPLICTN\PCNA019.RS-BEP3/17

LAW OFFICES  
DAVID B. NEWMAN, JR.  
& ASSOCIATES  
CENTENNIAL SQUARE  
P.O. BOX 2728  
A PLATA, MD 20646  
(301) 934-6100

Attorney Docket: PCNA-019

ASSIGNMENT

WHEREAS, I:

DONALD L. SCHILLING, a citizen of the United States, residing at

Hoffstot Lane  
Sands Point, New York 11050

as assignor, have made an invention entitled:

ADAPTIVE POWER CONTROL FOR A  
SPREAD SPECTRUM COMMUNICATIONS  
SYSTEM AND METHOD

for which the patent application was filed on November 19, 1991,  
and has serial no. 07/792,869, and

WHEREAS,

SCS MOBILECOM, INC.

a corporation of New York, whose post office address is

85 Old Shore Road, Suite 200  
Port Washington, New York 11050

as assignee, is desirous of securing the entire right, title, and  
interest in and to this invention in all countries throughout the  
world, and in and to the application for United States Letters  
Patent on this invention and the Letters Patent to be issued upon  
this application;

NOW THEREFORE, be it known that, for good and valuable  
consideration the receipt of which from assignee is hereby  
acknowledged, I, as assignor, have sold, assigned, transferred,

REF ID: 115 FRAME 12

and set over, and do hereby sell, assign, transfer, and set over unto assignee, its lawful successors and assign, my entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assign, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have full right to convey the interest assigned by this Assignment, and I have not executed, and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I shall, without further consideration, communicate with assignee, its successors and assigns, any facts known to me respecting this

REF ID: 116 FRAME 158

REF ID: A616116 FRAME 15

invention, and testifying in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hands.

County of M Nassau  
State of New York

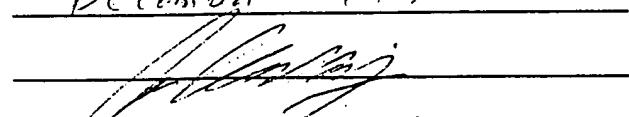
Subscribed and sworn to



Donald L. Schilling

before me this 30<sup>th</sup> day of  
December 1991.

Date 12/30/91

  
Notary Public

SEAL

ANNETTE SCHILLING  
Notary Public State of New York  
#3919739 Nassau County  
February 8, 1992

RECORDED  
RECEIVED  
MAY 20 92

LAW OFFICES  
DAVID B. NEWMAN, JR.  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

DATE: 04/21/93

TO:

DAVID B. NEWMAN, JR.  
DAVID NEWMAN & ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646

UNITED STATES PATENT AND TRADEMARK OFFICE  
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT ASSIGNMENT PROCESSING SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT BRANCH, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231

ASSIGNOR:

SCS MOBILECOM, INC.

DOC DATE: 10/15/92

RECORDATION DATE: 03/12/93 NUMBER OF PAGES 003 REEL/FRAME 6457/0493

DIGEST :ASSIGNMENT OF ASSIGNORS INTEREST

ASSIGNEE:

INTERDIGITAL TECHNOLOGY CORP.  
900 MARKET STREET, 2ND FLOOR, WILMINGTON, DE 19801

SERIAL NUMBER 7-792869 FILING DATE 11/19/91  
PATENT NUMBER ISSUE DATE 00/00/00

*Dorothy E. Kelly*  
EXAMINER PARALEGAL  
ASSIGNMENT BRANCH  
ASSIGNMENT/CERTIFICATION SERVICES DIVISION

RECORDATION FORM COVER SHEET  
**PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

SCS MOBILECOM, INC.  
85 Old Shore Road, Suite 200  
Port Washington, New York 11050

Additional name(s) of conveying party(ies) attached?  Yes  No

## 3. Nature of conveyance:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment <i>01</i> | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement              | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____                     |   |

Execution Date: October 15, 1992

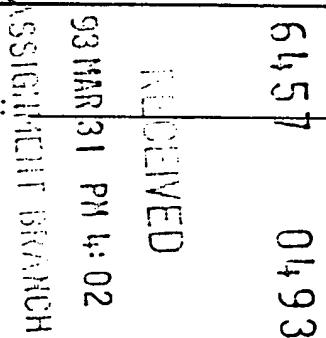
## 2. Name and address of receiving party(ies):

Name: INTERDIGITAL TECHNOLOGY CORP.Internal Address: \_\_\_\_\_  
\_\_\_\_\_Street Address: 900 Market Street2nd FloorCity: Wilmington State: DE ZIP: 19801Additional name(s) & address(es) attached?  Yes  No4. Application number(s) or patent number(s): 07/792,869

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: DAVID NEWMAN & ASSOCIATES, P.C.Internal Address: \_\_\_\_\_  
\_\_\_\_\_Street Address: Centennial Square

080 KJ 03/30/93 07792869 P.O. Box 2728 1 581

City: La Plata State: MD ZIP: 206466. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): ..... \$ 40.00 Enclosed Authorized to be charged to deposit account

## 8. Deposit account number:

40.00 CK 14-0783

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David B. Newman, Jr.

Name of Person Signing

Signature

Mar 11 1993 d  
Date

ASSIGNMENT

WHEREAS, by virtue of an Assignment recorded in the United States Patent and Trademark Office on Reel 6116, Frame 0155, SCS Mobilecom, Inc., a New York Corporation, with its principal place of business located at

85 Old Shore Road, Suite 200  
Port Washington, New York 11050

is the owner of United States Application Serial No. 07/792,869, filed November 19, 1991, and entitled, ADAPTIVE POWER CONTROL FOR A SPREAD SPECTRUM COMMUNICATIONS SYSTEM, by inventor Donald L. Schilling.

WHEREAS, InterDigital Technology Corporation, a Delaware Corporation, with its principal place of business located at

900 Market Street, 2nd Floor  
Wilmington, Delaware 19801

is desirous of acquiring from SCS Mobilecom, Inc. the entire right, title and interest in, to and under the aforesaid patent application and the invention therein described and claimed.

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from assignee is hereby acknowledged, SCS Mobilecom, Inc. hereby sells, transfers and conveys its entire right, title and interest in, to and under said patent application and the invention therein described and claimed to InterDigital Technology Corporation to the full end of the term for which Letters Patent may be granted and hereby authorizes and requests the Commissioner of Patents and

Trademarks to issue said Letters Patent when granted to  
InterDigital Technology Corporation as the assignee of the entire  
right, title and interest in, to and under the same.

SCS Mobilecom, Inc.

By:



Donald L. Schilling  
President

Date:

October 15, 1992

By:



Annette Schilling  
Secretary

Date:

October 15, 1992

SEAL

6151

6640

LAW OFFICES  
**DAVID NEWMAN**  
& ASSOCIATES, P.C.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646  
(301) 934-6100

F:\DOCUMENT\ITC2\ITC219US.AS-BEP2/22



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
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Washington, D.C. 20231

TO: DAVID B. NEWMAN, JR.  
CENTENNIAL SQUARE  
P.O. BOX 2728  
LA PLATA, MD 20646

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE  
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 SCHILLING, DONALD L. DOC DATE: 01/15/91

RECORDATION DATE: 01/16/91 NUMBER OF PAGES 005 REEL/FRAME 5582/0835

DIGEST: ASSIGNMENT OF ASSIGNEE'S INTEREST

ASSIGNEE: 501 SCS MOBILECOM, INC., 85 OLD SHORE ROAD SUITE 200 PORT WASHINGTON, NY 11050 A CORP OF NY

SERIAL NUMBER 7-614816 FILING DATE 11/16/90  
PATENT NUMBER ISSUE DATE 00/00/00



A.O.

Attorney Docket: PCNA-002

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of )  
DONALD L. SCHILLING )  
Serial No. 07/614,816 ) Group Art Unit:  
Filed: November 16, 1990 ) Examiner: **RECEIVED**  
For: ADAPTIVE POWER CONTROL ) **JAN 21 1991**  
FOR A SPREAD SPECTRUM )  
TRANSMITTER )  
\_\_\_\_\_  
)

APPLICATION DIVISION

Honorable Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231

Sir:

RESPONSE TO NOTICE TO FILE MISSING PARTS

In response to Notice to File Missing Parts of Application,  
a copy of the notice for the captioned matter is attached  
herewith.

Enclosed herewith are the following papers for filing in the  
United States Patent and Trademark Office in connection with the  
above-identified patent application:

1. Notice To File Missing Parts of Application;
2. Declaration;
3. Power of Attorney;
4. Assignment; and

BR14163 01/24/91 07614816

14-0783 140 516

91 FEB -8 AM 8:08  
ASSIGNMENT BRANCH  
8:00 AM  
93170719

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5. U.S. Patent and Trademark Office Filing  
Fee of \$758.00, calculated as follows:

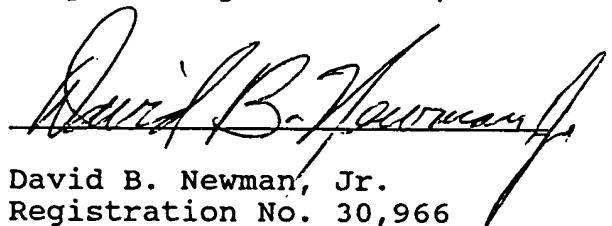
Filing Fee (Large Entity) . . . . .	\$630.00
Surcharge for Missing Parts. . . . .	120.00
Independent Claims (3 - 3) x \$60 . . .	0.00
Total Claims (8 - 20) x \$20 . . . . .	0.00
Multiple Dependent Claims. . . . .	0.00
Recording of Assignment. . . . .	<u>8.00</u>

Total Amount \$758.00

Please charge the above filing fee to our Deposit Account No. 14-0783. If the fee referred to above is found to be insufficient for any reason, please charge the deficiency to our Deposit Account No. 14-0783. If the fee referred to above is found to be in excess for any reason, please credit the excess to our Deposit Account No. 14-0783.

Please record and return the enclosed Assignment to the undersigned attorney.

Respectfully submitted,

  
\_\_\_\_\_  
David B. Newman, Jr.  
Registration No. 30,966

Dated: January 16, 1991

Enclosures: As stated

Attorney Docket: PCNA-002

ASSIGNMENT

WHEREAS, I:

DONALD L. SCHILLING, a citizen of the United States, residing at

Hoffstot Lane  
Sands Point, New York 11050;

as assignor, have made an invention entitled:

ADAPTIVE POWER CONTROL FOR A  
SPREAD SPECTRUM TRANSMITTER

for which I have executed an application for United States Letters Patent having Serial No. 07/614,816 and Filing Date of November 16, 1990, and

WHEREAS,

SCS MOBILECOM, INC.

a corporation of New York, whose post office address is

85 Old Shore Road  
Suite 200  
Port Washington, New York 11050

as assignee, is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from assignee is hereby

REEL 5582 FRAME 037

REF 5582 FRAMES 838

acknowledged, I, as assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto assignee, its lawful successors and assign, my entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assign, in accordance with the terms of this Assignment;

AND, I HEREBY covenant that I have full right to convey the interest assigned by this Assignment, and I have not executed, and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I shall, without further consideration, communicate with assignee, its

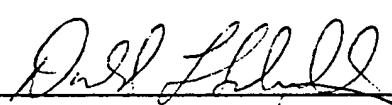
REF ID: A582 FRAME 839

successors and assigns, any facts known to me respecting this invention, and testifying in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hands.

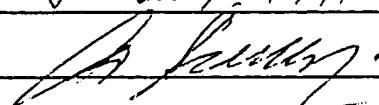
County of Nassau  
State of New York

Subscribed and sworn to

  
Donald L. Schilling

before me this 15 day of

January, 1991

  
Notary Public

Date January 15, 1991

ANNETTE SCHILLING  
Notary Public, State of New York  
No. 30-4919739  
Qualified in Nassau County  
Term Expires February 8, 1992

SEAL

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PATENT & TRADEMARK OFFICE

-3-

JAN 16 91

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